

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF YUMA

A.G. CONTRACT NO. 81-435

MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into pursuant to A.R.S. 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and the CITY OF YUMA, a municipal corporation, hereinafter called "CITY."

WHEREAS, the Director, Arizona Department of Transportation is empowered by A.R.S. 28-108 to enter into this agreement, and has duly authorized the Assistant Director, Highways Division, to execute the same, said authorization being attached hereto and incorporated herein as Exhibit A;

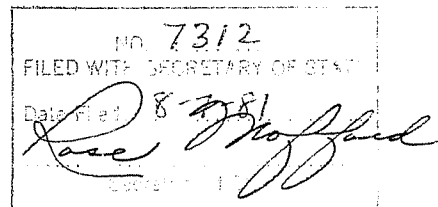
WHEREAS, the CITY, acting by and through its duly elected governing body, has, pursuant to A.R.S. 9-672, by that certain resolution attached hereto and incorporated herein as Exhibit B, resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, it is to the mutual benefit of the STATE and the CITY to enter into an agreement specifying their respective construction and maintenance responsibilities concerning certain State highway routes which are encompassed within the CITY's system of streets and which form necessary and convenient links in the State Highway System, which streets and highways are particularly set forth and delineated upon the map attached hereto and incorporated herein as Exhibit C.

NOW, THEREFORE, the parties hereto mutually agree to the following:

1. Except as otherwise expressly provided in this Agreement, the STATE shall be responsible for the following maintenance and construction of betterments on those highways and streets delineated on Exhibit C.

- a. Betterment or reconstruction of roadway, curbs, medians and channelization;
- b. Bridges and drainage; and
- c. Guardrails and fences; and



- d. Transportation permits, such as overweight, overwidths and overheight as prescribed by law; and
- e. Resurfacing, resealing, construction and replacement of roadways; and
- f. Furnish and provide initial or original installation of all traffic control signs (except street name and parking signs), and initial or original lane, crosswalk and parking striping; electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement; and
- g. Furnish all paint and beads for striping, including 3M powder or equivalent product for fused striping of crosswalks.

2. Except as otherwise expressly provided in this Agreement, the CITY shall have responsibility for and provide:

- a. Routine maintenance, including sweeping, cleaning and minor repairs, of roadway surfaces, sidewalks, curbs, medians and catch basins (minor roadway repairs shall be limited to sealing of cracks and filling of holes in the roadway not having resulted from base failure); and
- b. Maintenance of median landscaping (including water); provided that landscape maintenance covered by separate agreement will be by that agreement; and
- c. Street lighting and street lighting maintenance. Street or boulevard lighting may be installed only after approval by State of Arizona Permit Form 22-51-01. Street lighting will be installed consistent with good engineering practice so as not to interfere with or obstruct any signal or other traffic device. Maintenance consists of all repairs and replacement of equipment and includes energy changes; and
- d. Management of right-of-way encroachments according to the applicable statutes; issuing encroachment permits and notices of illegal encroachments as authorized or required by law. Copies of encroachment notices and permits, including sketches showing exact locations of encroachments will be forwarded to the STATE. Forms of encroachment notices and permits will be furnished by the STATE, copies of which are attached and marked as Exhibits D and E; and
- e. Removal of sand, rock and other debris caused by slides or other unusual causes; and
- f. Striping and marking (after initial installation); and

g. Street name signs.

3. Upon the annexation of any area by the City which is traversed by a STATE highway, that length of such highway which is within the annexation boundaries shall become subject to the terms of this Agreement, and the CITY shall furnish the STATE a revised map indicating the portion or portions of STATE's highway affected, which map shall be incorporated herein as an amendment to this Agreement.

4. Those certain regulations captioned "Authorized Position of Advertising Signs Along State Highway Right-of-Way" attached hereto and incorporated herein as Exhibit "F" shall be adhered to by the CITY except, however, that the CITY may enforce more restrictive regulations if authorized by law.

5. The CITY shall, by appropriate policies of insurance or through self-insurance programs, provide full liability and property damage coverage on all employees engaged in performing those duties herein agreed to be performed by the CITY. Any such coverage shall include misfeasance, nonfeasance and malfeasance. The CITY will maintain the insurance for the period of this Agreement.

6. The CITY shall set aside sufficient funds to cover cost of fulfilling its responsibilities set forth in this agreement, subject to State budget laws.

7. As required by A.R.S. 28-641, the CITY shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways during all maintenance operations conducted by the CITY on State Highway right-of-way.

8. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

9. That this Agreement shall supersede all previous street maintenance agreements, except those agreements for traffic control devices, safety illumination and roadside development.

10. That all work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the STATE.

11. That this Agreement shall be filed with the Secretary of the State and shall become effective on the date of such filing.

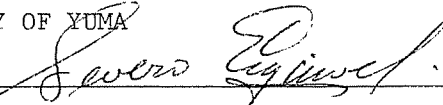
12. Attached hereto are resolutions of the Department of Transportation (Exhibit A) and the City of Yuma (Exhibit B) authorizing both entities to enter into this Agreement; and a written determination by the City Attorney of Yuma (Exhibit G) that this agreement is in proper form and within the powers and authority granted to the CITY OF YUMA under the laws of this State.

13. All parties are hereby put on notice that this contract (Agreement) is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511.


IN WITNESS WHEREOF, the parties have executed this Agreement that day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

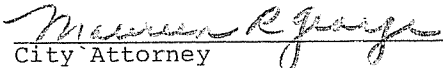
By: 
Title: Chief Deputy State Engineer

CITY OF YUMA
By: 
Title: City Administrator

ATTEST:


City Recorder

APPROVED AS TO FORM:


City Attorney



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
ATTORNEY GENERAL

RECEIVED
JUL 27 1981

DEPUTY STATE ENGINEER
HIGHWAY OPERATIONS

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 87-435, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 24th day of July, 1981.

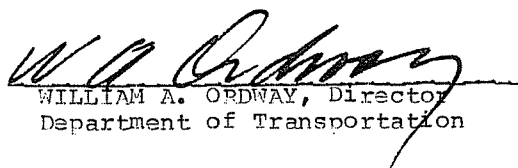
ROBERT K. CORBIN
Attorney General

Albert Morgan
Assistant Attorney General
Transportation Division

EXHIBIT "A"

RESOLUTION

Be it resolved on this date, August 5, 1981, I, WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the CITY OF YUMA, acting by and through its CITY COUNCIL, enter into the Intergovernmental Agency agreement for the purpose of entering in a maintenance agreement for certain highways which traverse the CITY OF YUMA, and request the CITY to perform certain work and supply necessary materials required to maintain the specified highways in the manner specified in the attached agreement, and I hereby authorize the Assistant Director, Highways Division to execute said Agreement.


WILLIAM A. ORDWAY, Director
Department of Transportation

STATE OF ARIZONA)
 : SS
County of Yuma)

I, Marjorie Oliver,
City Recorder of the CITY of YUMA, ARIZONA,
do hereby certify that the following is a true and
correct extract of the minutes of the City Council
meeting held May 20, 1981.

"Councilman Shoop introduced RESOLUTION NO. 2225 and moved adoption:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, YUMA COUNTY,
ARIZONA, AUTHORIZING EXECUTION OF CERTAIN AGREEMENTS WITH THE ARIZONA
DEPARTMENT OF TRANSPORTATION.

Seconded by Councilman Moxon and upon roll call the following voted
AYE: Councilmen Shoop, Rodriguez, Moxon, Jefferson, Mayor Deyo.
NO: Councilmen Tippet and Bombard.
ABSENT: NONE."

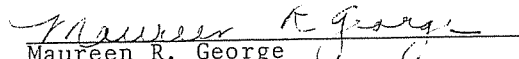
In Witness Whereof, I have hereunto set my hand
and affixed the Official Seal of the City of YUMA, Arizona.
Done in Yuma, Arizona, this 10th day of June, ~~1978~~ 1981.

Marjorie Oliver
City Recorder

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the State of Arizona Department of Transportation and the City of Yuma and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 10th day of June, 1981.


Maureen R. George
City Attorney, City of Yuma

RESOLUTION NO. 2225

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, YUMA COUNTY, ARIZONA, AUTHORIZING EXECUTION OF CERTAIN AGREEMENTS WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION.

Be it resolved by the City Council of the City of Yuma as follows:

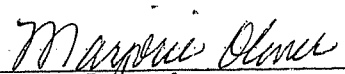
That the City Administrator of the City of Yuma is hereby authorized and directed on behalf of the City of Yuma to execute a certain intergovernmental agreement for Highway Maintenance, a true and correct copy of which agreement is marked Exhibit "B", attached hereto and made a part hereof by reference.

PASSED AND ADOPTED this 20th day of May, 1981.

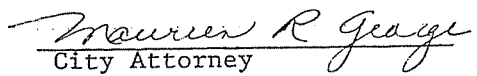
APPROVED:


Mayor

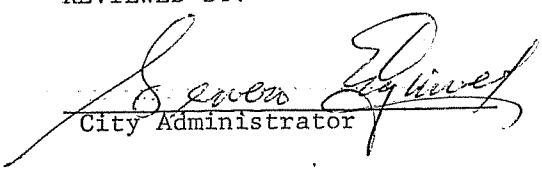
ATTEST:

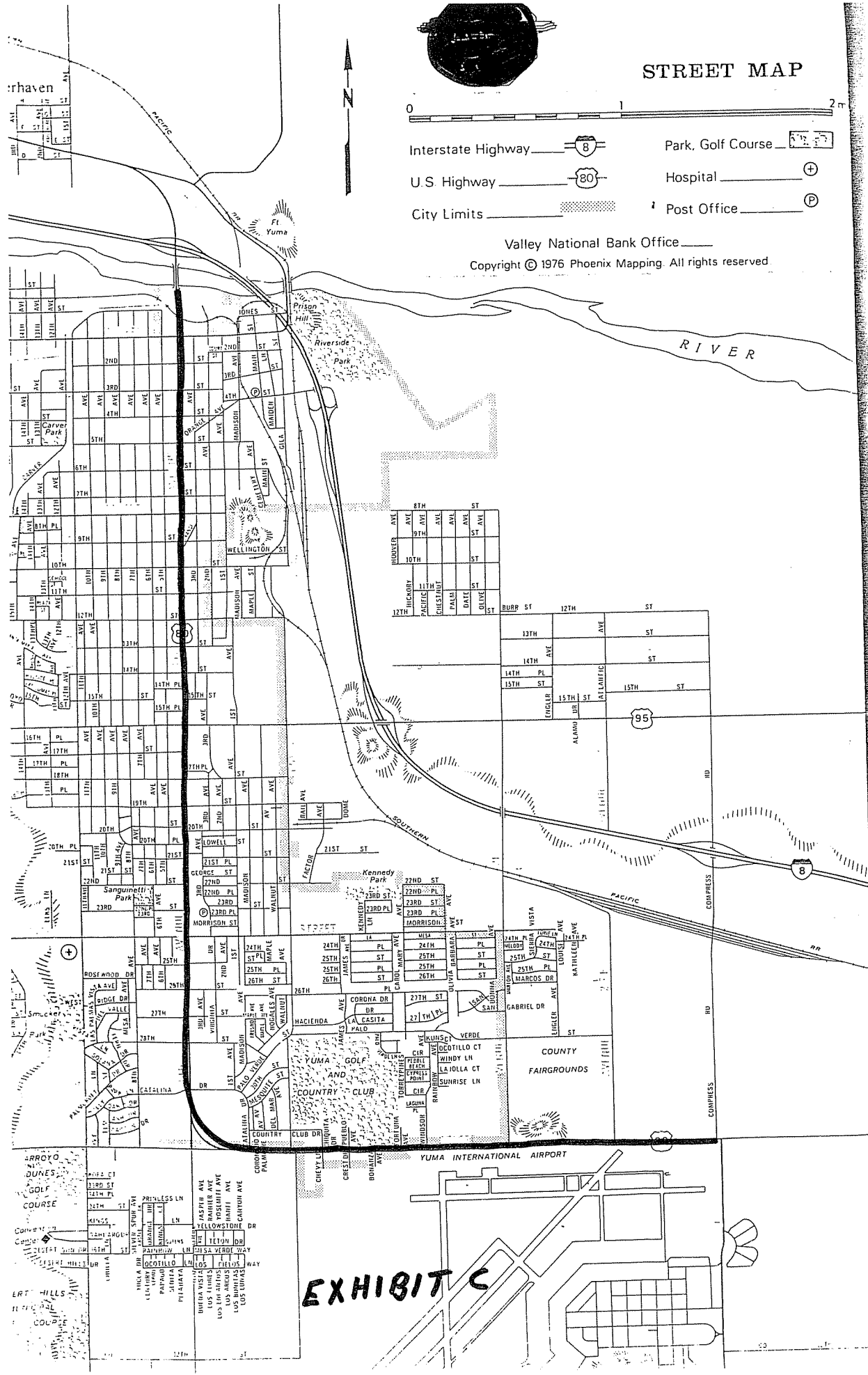

City Recorder

APPROVED AS TO FORM:

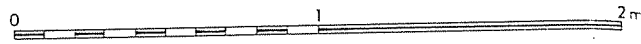

City Attorney

REVIEWED BY:


City Administrator



STREET MAP



- Interstate Highway Park, Golf Course
- U.S. Highway Hospital
- City Limits Post Office

Valley National Bank Office _____
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EXHIBIT C

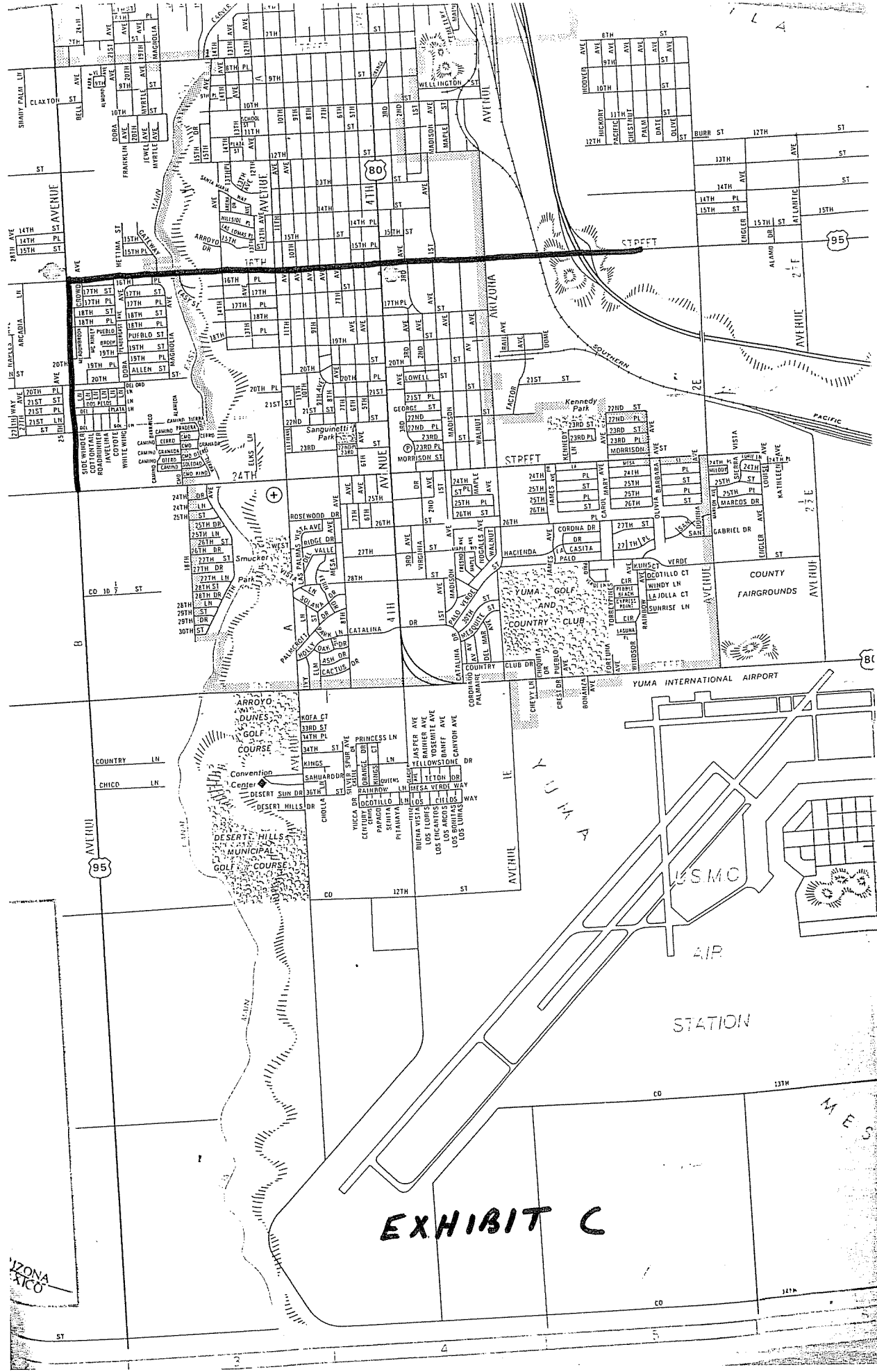
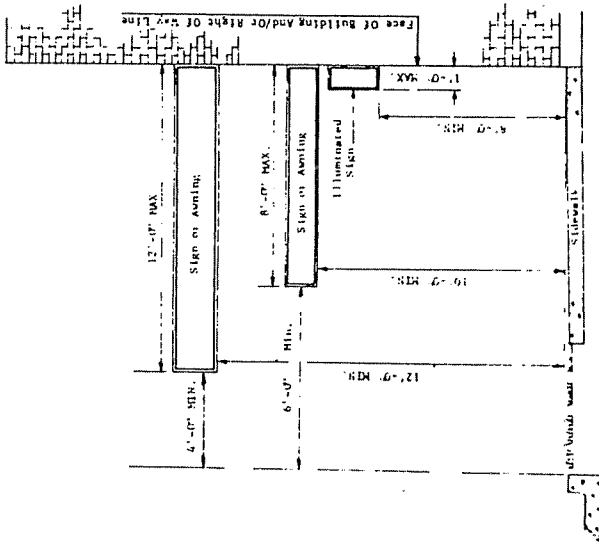


EXHIBIT C

EXHIBIT "F"

GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural Highway Right-of-Way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Speeddown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Length of signs and awnings may vary as shown except where City or County ordinances provide smaller maximum.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.



PERMIT REQUIRED

ARIZONA
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
STANDARD SPECIFICATIONS
PERMIT REGULATIONS
FOR SIGNS AND AWNINGS